

Policy Summary for:



**Policy Period
2019-2020**

Presented By:

**Chris Hoiness, CPCU, CIC
Senior Vice President
Devan Hoiness, CIC
Montana Licensed
Insurance Consultant
Sales Executive
Brady Hoiness, AINS
Vice President
Montana Licensed
Insurance Consultant**

Prepared By:

**Caitlin Finnicum
Commercial Insurance
Account Manager**

**PayneWest Insurance, Inc.
3289 Gabel Road
Billings, MT 59102
(406) 238-1996**

Named Insureds

Insurance Company:	Affiliated FM Insurance Company
Policy Period:	7/1/2018 – 7/1/2019
Policy Number:	TK992

County of Yellowstone

And it's Wholly or Majority Owned Subsidiaries and Any Interest Which May Now or Hereinafter be Created or Acquired Which are Owned, Controlled, or Operated by Any One or More of Those Named Insureds.

Pre-Renewal Policy Review Notes

➤ Property Changes

- Loc. 1 Courthouse Value Increased by \$2,800,000 to Include Renovation - \$35,199,999
- Loc. 2 County Jail Completed Value Increased to \$38,000,000 with \$2,500,000 in Builders Risk Left to be done. Added \$10,000 Business Property for Briefing Room & Evidence Building. Builders Risk Estimated Date of Completion August, 2019.
- Loc. 11, Building 3 Metra Rodeo Barn #25 Removed
- Loc. 13 – Neptune Tumbleweed House to be Vacant in 90 Days
- Loc. 15 – Old Library Western Heritage Center - Need to Check Value of Building
- Loc. 16 – 347 Bench Blvd., Metra Shop Removed
- Loc. 25 – 409 South 27th St. Youth Service Center Removed
- Loc. 26 – 407 South 27th St. Youth Service Center \$5,000 Business Property Added for Records Storage
- Loc. 27 – 413 South 27th St. Youth Service Center \$5,000 Business Property Added for Records Storage
- Loc. 28 Stillwater Building Business Property Increased from \$500,000 to \$750,000

➤ Property Renewal Quoting

- Cost to Add Collision/Overturn to High Value Autos and Equipment – Schedule to be Provided with Licensed for Road Use Listed
- Higher Limit for Pollution Clean-up – Current Limit \$100,000; Requesting \$500K/\$1M
- Pilings, Piers, Retaining Walls Excluded – Requesting Included (Metra Retaining Wall)

➤ Cyber & Crime Liability – Quoting Higher Limits of \$3M and \$5M

➤ General Liability/Auto/Professional Liability Ongoing Discussion Notes

- Address Uber/Lyft Exclusion – Metra Designated Pick Up Area
- Auto Liability Does Not Apply to Autos Not Licensed for Road Use
- Pollution Exclusion
- Liquor Liability Excluded
- Products & Completed Operations Aggregate \$1,000,000 per Member – Checking on Higher Limits
- Zoning Commission Liability – Excluded
- Ethical Violation Liability – Excluded
- Flood Plain Regulation Enforcement Liability – Excluded

Location Schedule

Insurance Company: Affiliated FM Insurance Company
Policy Period: 7/1/2018 – 7/1/2019
Policy Number: TK992

Property Locations:

Loc. No 1 - 217 North 27th Street, Billings, MT, 59101

Building #	Description
1	Courthouse

Loc. No 2 - 3165 King Avenue East, Billings, MT, 59101

Building #	Description
1	County Jail
2	Briefing Room & Evidence Building

Loc. No 3 - 308 6th Ave North - Metra Convention Center, Billings, MT, 59101

Building #	Description
1	Convention Center

Loc. No 4 - 308 6th Ave North - Metra Grandstand, Billings, MT, 59101

Building #	Description
1	Grandstand

Loc. No 5 - 308 6th Ave North - Expo Center, Billings, MT, 59101

Building #	Description
1	Expo Center

Loc. No 6 - 308 6th Ave North - Montana Pavilion, Billings, MT, 59101

Building #	Description
1	Montana Pavilion

Loc. No 7 - 308 6th Ave North - Metra Park Misc Buildings, Billings, MT, 59101

Building #	Description
1	WPA Horsebarn
2	Administration Building - Nile

Loc. No 8 - 308 6th Ave North - Other Misc Buildings, Billings, MT, 59101

Building #	Description
1	Sage Center (Old 4-H Bldg)
2	Cedar Hall (Old Art Pavilion)
3	Sandstone (Old AG/Science Building)

Loc. No 9 - 308 6th Ave North - Metra Park Misc Bldgs, Billings, MT, 59101

Building #	Description
1	Heritage Building
2	Super Horse Barn
3	Horse Barn #0
4	New Ag Building - Barn

Loc. No 10 - 308 6th Ave North - Metra Park Race Horse Barns, Billings, MT, 59101

Building #	Description
1	Race Horse Barn #1
2	Race Horse Barn #2
3	Race Horse Barn #3
4	Race Horse Barn #4
5	Race Horse Barn #5
6	Race Horse Barn #6
7	Race Horse Barn #7
8	Race Horse Barn #8
9	Race Horse Barn #9
10	Race Horse Barn #10
11	Race Horse Barn #11

Loc. No 11 - 308 6th Ave North - Metra Park Rodeo Barns / Race Office, Billings, MT, 59101

Building #	Description
1	Rodeo Barn #21
2	Rodeo Barn #23
3	Rodeo Barn #25

Loc. No 12 - 410 South 26th Street, Billings, MT, 59101

Building #	Description
1	Youth Detention

Loc. No 13 - 1019 Neptune Blvd, Billings, MT, 59101 – Vacant Within 90 Days

Building #	Description
1	Neptune Tumbleweed House

Loc. No 14 - 3321 King Avenue East, Billings, MT, 59101

Building #	Description
1	County Shop
2	County Equipment Shed

Loc. No 15 - 2822 Montana Avenue, Billings, MT, 59101

Building #	Description
1	Western Heritage Center

Loc. No 16 - 347 Bench Boulevard, Billings, MT, 59101

Building #	Description
1	Metra Shop

Loc. No 17 - 1901 Terminal Circle, Billings, MT, 59101

Building #	Description
1	Museum - Billings Logan Airport

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Loc. No 18 - 219 North 26th Street, Billings, MT, 59101

Building #	Description
1	County Storage Building

Loc. No 19 - 3319 King Avenue East, Billings, MT, 59102

Building #	Description
1	Weed Shop

Loc. No 20 - 2323 2nd Ave. North, Billings, MT, 59101

Building #	Description
1	New Sheriff's Office

Loc. No 21 - 3150 King Ave East, Billings, MT, 59102

Building #	Description
1	Cold Storage

Loc. No 22 - 308 6th Ave North, Billings, MT, 59101

Building #	Description
1	Metra - New Bathroom Complex by Cedar Hall

Loc. No 23 - 308 6th Ave North, Billings, MT, 59101

Building #	Description
1	Metra - New Shop

Loc. No 24 - 308 6th Ave North, Billings, MT, 59101

Building #	Description
1	Metra - Old Shop-Weed Department

Loc. No 25 - 409 S. 27th Street, Billings, MT, 59101

Building #	Description
1	Youth Service Center

Loc. No 26 - 407 S. 27th Street, Billings, MT, 59101

Building #	Description
1	Youth Service Center

Loc. No 27 - 413 S. 27th Street, Billings, MT, 59101

Building #	Description
1	Youth Service Center

Loc. No 28 - 316 N. 26th St., Billings, MT, 59101

Building #	Description
1	Offices

Blanket Subject of Insurance	Limit	Valuation	Deductible
Blanket Policy Limit	\$226,314,000	Replacement Cost Agreed Amount	\$50,000

Loc. No. 1 - 217 North 27th Street – Courthouse, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$35,199,999	Replacement Cost	\$50,000
1	Business Personal Property	\$3,150,000	Replacement Cost	\$50,000

Loc. No. 2 - 3165 King Avenue East – County Jail, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$38,000,000	Replacement Cost	\$25,000
1	Business Personal Property	\$600,000	Replacement Cost	\$25,000
2	Building	\$744,290	Replacement Cost	\$50,000
2	Business Personal Property	\$10,000	Replacement Cost	

Loc. No. 3 - 308 6th Ave North - Metra Convention Center, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$84,427,613	Replacement Cost	\$50,000
1	Business Personal Property	\$1,743,768	Replacement Cost	\$50,000

Loc. No. 4 - 308 6th Ave North - Metra Grandstand, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$11,772,435	Replacement Cost	\$50,000
1	Business Personal Property	\$99,261	Replacement Cost	\$50,000

Loc. No. 5 - 308 6th Ave North – Metra Expo Center, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$8,229,793	Replacement Cost	\$50,000
1	Business Personal Property	\$232,502	Replacement Cost	\$50,000

Loc. No. 6 - 308 6th Ave North - Montana Pavilion, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$3,400,273	Replacement Cost	\$50,000
1	Business Personal Property	\$232,502	Replacement Cost	\$50,000

Loc. No. 7 - 308 6th Ave North - Metra Park Misc Buildings, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	WPA Horse Barn Building	\$412,522	Replacement Cost	\$50,000
2	Nile Admin Building	\$356,274	Replacement Cost	\$50,000

Loc. No. 8 - 308 6th Ave North - Metra Buildings, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Sage Center Building	\$721,576	Replacement Cost	\$50,000
1	Business Personal Property	\$27,489	Replacement Cost	\$50,000
2	Cedar Hall Building	\$792,362	Replacement Cost	\$50,000
2	Business Personal Property	\$10,231	Replacement Cost	\$50,000
3	Sandstone Building	\$717,351	Replacement Cost	\$50,000
3	Business Personal Property	\$6,870	Replacement Cost	\$50,000

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Loc. No. 9 - 308 6th Ave North - Metra Buildings, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Heritage Building	\$493,837	Replacement Cost	\$50,000
2	Super Horse Barn Building	\$806,810	Replacement Cost	\$50,000
2	Business Personal Property	\$6,600	Replacement Cost	\$50,000
3	Horse Barn #0 Building	\$78,228	Replacement Cost	\$50,000
4	New Ag Building	\$1,178,773	Replacement Cost	\$50,000

Loc. No. 10 - 308 6th Ave North - Metra Park Race Horse Barns, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building – Horse Barn #1	\$198,765	Replacement Cost	\$50,000
2	Building – Horse Barn #2	\$71,401	Replacement Cost	\$50,000
3	Building – Horse Barn #3	\$136,652	Replacement Cost	\$50,000
4	Building – Horse Barn #4	\$87,512	Replacement Cost	\$50,000
5	Building – Horse Barn #5	\$102,736	Replacement Cost	\$50,000
6	Building – Horse Barn #6	\$87,512	Replacement Cost	\$50,000
7	Building – Horse Barn #7	\$110,341	Replacement Cost	\$50,000
8	Building – Horse Barn #8	\$87,512	Replacement Cost	\$50,000
9	Building – Horse Barn #9	\$110,341	Replacement Cost	\$50,000
10	Building – Horse Barn #10	\$78,228	Replacement Cost	\$50,000
11	Building – Horse Barn #11	\$55,131	Replacement Cost	\$50,000

Loc. No. 11 - 308 6th Ave North - Metra Park Rodeo Barns / Race Office, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building – Rodeo Barn #21	\$102,736	Replacement Cost	\$50,000
2	Building – Rodeo Barn #23	\$102,736	Replacement Cost	\$50,000

Loc. No. 12 - 410 South 26th Street – Youth Detention, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$3,320,634	Replacement Cost	\$50,000
1	Business Personal Property	\$160,000	Replacement Cost	\$50,000

Loc. No. 14 - 3321 King Avenue East – County Shop, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building - Shop	\$1,641,823	Replacement Cost	\$50,000
1	Business Personal Property	\$350,000	Replacement Cost	\$50,000
2	Building –Shop Equipment Shed	\$366,299	Replacement Cost	\$50,000

Loc. No. 15 - 2822 Montana Avenue – Western Heritage Center, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$1,881,663	Replacement Cost	\$50,000

Loc. No. 17 - 1901 Terminal Circle – Billings Logan International Airport Museum, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$550,878	Replacement Cost	\$50,000

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Loc. No. 18 - 219 North 26th Street - County Storage, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$2,861,905	Replacement Cost	\$50,000
1	Business Personal Property	\$50,000	Replacement Cost	\$50,000

Loc. No. 19 - 3319 King Avenue East – Weed Shop, Billings, MT 59102

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$176,172	Replacement Cost	\$50,000
1	Business Personal Property	\$25,000	Replacement Cost	\$50,000

Loc. No. 20 - 2323 2nd Ave. North – Sheriff’s Office, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$4,286,448	Replacement Cost	\$50,000
1	Business Personal Property	\$50,000	Replacement Cost	\$50,000

Loc. No. 21 - 3150 King Ave East – Cold Storage Dwelling, Billings, MT 59102

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$268,229	Replacement Cost	\$50,000

Loc. No. 22 - 308 6th Ave North – Metra Bathroom Complex by Cedar Hall, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$200,000	Replacement Cost	\$50,000

Loc. No. 23 - 308 6th Ave North – Metra New Shop, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$510,000	Replacement Cost	\$50,000

Loc. No. 24 - 308 6th Ave North, Billings – Metra Old Shop, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$80,000	Replacement Cost	\$50,000

Loc. No. 26 - 407 S. 27th Street – Youth Service Center, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$88,000	Replacement Cost	\$50,000
1	Business Personal Property	\$5,000	Replacement Cost	\$50,000

Loc. No. 27 - 413 S. 27th Street – Youth Service Center, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Building	\$60,000	Replacement Cost	\$50,000
1	Business Personal Property	\$5,000	Replacement Cost	\$50,000

Loc. No. 28 - 316 N. 26th St. – Stillwater Building, Billings, MT 59101

Bldg #	Subject of Insurance	Limit	Valuation	Deductible
1	Business Personal Property	\$750,000	Replacement Cost	\$50,000

Additional Coverages

Description	Limit	Deductible
Builders Risk at County Jail, Briefing Room & Evidence Building	\$38,000,000	\$25,000
Personal Property Limit	\$600,000	\$25,000
Business Interruption Including Extra Expense	\$1,000,000	
Renovations to Be Completed	\$2,500,000	

F. SUB-LIMITS:

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

1. \$100,000,000 Earth Movement **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Earth Movement, not to exceed:
 \$50,000 Earth Movement **annual aggregate** as respects Errors and Omissions, Off-Premises Data Services, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.
2. \$100,000,000 Flood **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Flood, not to exceed:
 \$50,000 Flood **annual aggregate** as respects Errors and Omissions, Off-Premises Data Services, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.
3. \$1,000,000 Pavements and Roadways
4. \$100,000 Trees, Shrubs, Plants and Lawns

Additional Coverages

\$2,000,000	Accounts Receivable
\$100,000	Arson or Theft Reward
Policy Limit	Brand Protection
\$100,000	Change of Temperature
\$100,000	Communicable Disease - Property Damage annual aggregate
\$2,500,000	Data, Programs or Software annual aggregate
Policy Limit	Debris Removal
Policy Limit	Decontamination Costs
\$100,000	Deferred Payment
Policy Limit	Demolition and Increased Cost of Construction
\$5,000,000	Errors and Omissions
\$1,000,000	Expediting Expenses
\$250,000	Fine Arts not to exceed \$10,000 per item for Irreplaceable Fine Arts
\$50,000	Green Coverage not to exceed 25% of the amount of the property damage loss
\$100,000	Land and Water Clean Up Expense annual aggregate
\$100,000	Locks and Keys
\$100,000	Money and Securities
\$5,000,000	Newly Acquired Property
\$50,000	Off-Premises Data Services - Property Damage annual aggregate
\$1,000,000	Off-Premises Service Interruption - Property Damage
\$250,000	Professional Fees
Policy Limit	Property Removed from a Location
Policy Limit	Protection and Preservation of Property - Property Damage not to exceed \$250,000 for security costs
\$100,000	Tax Treatment
\$100,000	Tenants Legal Liability
\$500,000	Transit not to exceed \$250,000 for Business Interruption
\$2,500,000	Unnamed Property
\$3,000,000	Valuable Papers and Records not to exceed \$10,000 per item for Irreplaceable Valuable Papers and Records

Business Interruption Coverage

\$5,000,000	Gross Earnings not to exceed 180 days for ordinary payroll
\$5,000,000	Gross Profits for 12 months Period of Liability not to exceed 180 days for ordinary payroll
\$5,000,000	Rental Income
\$5,000,000	Extra Expense

Business Interruption Coverage Extensions

\$100,000	Attraction Property
30 Days	Civil or Military Authority
\$100,000	Communicable Disease - Business Interruption annual aggregate for a 12 Month Period of Liability
\$250,000	Computer Systems Non-Physical Damage annual aggregate
\$100,000	Contractual Penalties
\$100,000	Crisis Management not to exceed 30 Days
90 Days	Extended Period of Liability
\$500,000	Ingress/Egress
\$250,000	Leasehold Interest
\$100,000	Logistics Extra Cost
\$50,000	Off-Premises Data Services - Business Interruption annual aggregate
\$1,000,000	Off-Premises Service Interruption - Business Interruption
Policy Limit	Protection and Preservation of Property - Business Interruption
\$250,000	Research and Development
\$100,000	Soft Costs
\$500,000	Supply Chain

Business Interruption Coverage Sub-Limit

The **Business Interruption Coverage** in **SUB-LIMITS** are amended to the following:

Business Interruption Coverage

This Company's total limit of liability for insured Business Interruption loss, will not exceed Business Interruption Limit of \$5,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown below.

\$5,000,000	Gross Earnings not to exceed 30 days for ordinary payroll
\$5,000,000	Gross Profits for 12 months Period of Liability not to exceed 30 days for ordinary payroll
\$5,000,000	Rental Income
\$5,000,000	Extra Expense

Soft Costs - PRO 10 (4/15)

The limit of liability for Soft Costs applying to Location 2. County Jail, Briefing Room & Evidence Building, 3165 King Avenue East, Billings, MT, 59101 is \$200,000 and replaces the corresponding limit of liability shown in the Sublimit section only for such location(s).

G. DEDUCTIBLE AMOUNT:

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount. If two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy:

1. \$100,000 Earthquake (per **location** for all coverages provided).
2. \$100,000 Flood (per **location** for all coverages provided).
3. \$5,000 Boiler and Machinery.
4. Communicable Disease Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless access is limited, restricted or prohibited in excess of 48 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$50,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

5. Computer Systems Non-Physical Damage:

Qualifying Period: This Company will not be liable for loss resulting from the failure of the Insured's electronic data processing or media to operate as a direct result of a malicious act directed at the Named Insured, unless the Period of Liability exceeds 48 hours.

The Qualifying Period for the cost to temporarily protect under Item 4. b) shall be waived.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

6. Data, Programs, or Software:

Qualifying Period: This Company will not be liable for loss or damage caused by the malicious introduction of a machine code or instruction, unless the time to recreate or restore physically damaged property exceeds 48 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$50,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

7. Off-Premises Data Services Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless the Period of Liability exceeds 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$50,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

8. Off Premises Service Interruption Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless the Period of Liability exceeds 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to the deductible(s) that would have applied to the cause of the interruption of services, but not less than:

A. Property Damage: \$50,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 1.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

9. \$10,000 Contractor's Equipment.

10. All Other Losses:

A. \$50,000 At all **locations**

Except:

B. \$25,000 At the following **location**:

2. County Jail, Briefing Room & Evidence Building, 3165 King Avenue East, Billings, MT, 59101

SPECIAL TERMS AND CONDITIONS:

Contractors' Equipment

This Policy covers Contractors' Equipment consisting of the following:

<u>Description</u>	<u>Manufacturer</u>	<u>Serial Number</u>	<u>Limit of liability</u>
Equipment description, manufacturer, ID/serial number and amount of insurance (limit) per item is per schedule on file with this company dated 06/06/2018.			

The company's maximum liability for any one loss under this Policy for each piece of Contractors' Equipment will not exceed their respective limit(s) shown above per occurrence.

Contractors Equipment Valuation: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

Motor Vehicle Coverage - PRO 141 (4/15)

This Policy covers:

- a) Motor vehicles;
- b) Trucks; and
- c) Trailers;

Licensed for highway use as per schedule on file with this company dated 06/06/2018,

Vehicles, Trucks, and Trailers per manufacturer, ID/serial number and amount of insurance (limit) per item is per schedule on file with this company dated 06/06/2018.

PROPERTY EXCLUDED, item 7., is amended to:

- 7. Motor vehicles owned by directors, officers and employees of the Insured

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- i) Collision; or
- ii) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Actual Cash Value Valuation - PRO 18 (4/15)

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, item 1. is amended to:

- 1) Adjustment of physical loss to property will be determined based on the lesser of the following unless stated otherwise below or elsewhere in this Policy:
 - a) The **actual cash value**;
 - b) The cost to repair;
 - c) The cost to rebuild or replace on the same site with new materials of like size, kind and quality;
 - d) The cost to rebuild, repair or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

Applying to the following property:

Vehicles, Trucks, and Trailers per manufacturer, ID/serial number and amount of insurance (limit) per item is per schedule on file with this company dated 06/06/2018.

Historical Replacement Cost

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under ADDITIONAL COVERAGES, Demolition and Increased Cost of Construction.

6. Data, Programs or Software Split Sublimit for Malicious Introduction of Machine Code and Computer Systems Non-Physical Damage - PRO 847 (12/17)

The Data, Programs or Software SUB-LIMIT in the ADDITIONAL COVERAGES and Computer Systems Non-Physical Damage in the BUSINESS INTERRUPTION COVERAGE EXTENSIONS are amended to:

\$2,500,000	Data, Programs or Software for physical loss or damage not caused by the malicious introduction of a machine code or instruction
\$500,000	Data, Programs or Software for physical loss or damage caused by the malicious introduction of a machine code or instruction and Computer Systems Non-Physical Damage combined annual aggregate .

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Inland Marine Coverage

Insurance Company: Affiliated FM Insurance Company
Policy Period: 7/1/2018 – 7/1/2019
Policy Number: TK992

Scheduled Equipment

Coverage	Valuation	Deductible
Scheduled	Actual Cash Value	10,000

Coverage Limits	Limits	Deductible
Scheduled Equipment Deductible Per Occurrence	\$8,853,687	\$10,000
Auto Equipment Valuation Type-Actual Cash Value		\$50,000
Equipment Other Than Auto Valuation Type-Agreed Amount		

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles owned by directors, officers and employees of the Insured

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- i) Collision; or**
- ii) Overturn;**

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Crime

Insurance Company: Travelers Casualty and Surety Company
Policy Period: 7/1/2017 to 7/1/2020
Policy Number: 105625410

Coverage		Limit	Deductible
Employee Theft Governmental Crime	Per Loss	\$2,000,000	\$15,000
Forgery or Alteration		\$250,000	\$5,000
Theft of Money and Securities - Inside	Blanket	\$250,000	\$5,000
Money and Securities - Outside	Blanket	\$250,000	\$5,000
Computer Fraud		\$2,000,000	\$15,000
Funds Transfer Fraud		\$2,000,000	\$15,000

Additional Coverage	Limit	Deductible
Governmentt Entity Crime-Faithful Performance of Duty	Included	
Claim Expense	\$5,000	
Social Engineering Fraud	\$250,000	\$10,000
Total Stackable Social Engineering Limit w/Cyber	\$350,000	

Form Number	Description
CRI7131	Government Entity Crime Including Coverage for Treasurers
CRI3001	Forgery or Alteration- Form B
CRI3001	Money & Securities - ON PREMISES ONLY
CRI3001	Money & Securities - In Transit
CRI7126	Govt Entity Crime - Faithful Performance of Duty
CRI3001	Form F - Computer Fraud
CRI3001	Computer Program & EDP Restoration Expense
CRI3001	Funds Transfer Fraud
CRI3001	Claim Expense
ACF7006	Removal of Short-Rate Cancellation

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Internet Liability Coverage

Insurance Company: Travelers Casualty Insurance Company of America
Policy Period: 7/1/2019 – 7/1/2020
Policy Number: 106764304

Coverage	Limits
Each Claim Limit	\$1,000,000
Annual Aggregate Limit	\$1,000,000
Deductible	\$10,000

Forms & Conditions	
Claims Made - Retroactive Date 5/14/2012	Yes

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Third Party Liability Insuring Agreements

- ☒ Network and Information Security Liability
- ☒ Communications and Media Liability
- ☒ Regulatory Defense Expenses

First Party Insuring Agreements

- ☒ Crisis Management Event Expenses
- ☒ Security Breach Remediation and Notification Expenses
- ☒ Computer Program and Electronic Data Restoration Expenses
- ☐ Computer Fraud
- ☐ Funds Transfer Fraud
- ☒ E-Commerce Extortion
- ☒ Business Interruption and Additional Expenses

Only the Insuring Agreements marked with " ☒ " are included in this policy.

Third Party Liability Insuring Agreements

A. Network and Information Security Limit of Liability	\$1,000,000	for each Claim
B. Communications and Media Limit of Liability	\$1,000,000	for each Claim
C. Regulatory Defense Expenses Limit of Liability	\$1,000,000	for each Regulatory Claim
Retention:	\$10,000	for each Claim under Insuring Agreement A.
	\$10,000	for each Claim under Insuring Agreement B.
	\$10,000	for each Regulatory Claim under Insuring Agreement C.

First Party Insuring Agreements

	Limit of Insurance	Retention
D. Crisis Management Event Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
E. Security Breach Remediation and Notification Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
F. Computer Program and Electronic Data Restoration Expenses	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
G. Computer Fraud	Not Covered for each Single First Party Insured Event	for each Single First Party Insured Event
H. Funds Transfer Fraud	Not Covered for each Single First Party Insured Event	for each Single First Party Insured Event
I. E-Commerce Extortion	\$1,000,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
J. Business Interruption and Additional Expenses	\$1,000,000 for each Single First Party Insured Event	

If "Not Covered" is inserted opposite any specified Insuring Agreement above, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this **CyberRisk Policy**.

CyberRisk Policy Aggregate Limit: \$1,000,000

The **CyberRisk Policy Aggregate Limit** for each **Policy Period** is applicable to all Insuring Agreements.

Prior and Pending Proceeding Date: May 14, 2012

Retroactive Date: May 14, 2012

Continuity Date: May 14, 2012

Waiting Period (hours): With respect to Insuring Agreement J: **8**

TYPE OF CLAIM DEFENSE:

☐ Reimbursement

☒ Duty-to-Defend

Only the type of CLAIM DEFENSE marked "☒" is included in this policy.

General Liability Coverage

Insurance Company: **MACo/JPIA Montana Association of Counties**
Policy Period: **7/1/2018 – 7/1/2019**
Policy Number: **PCT2018**

Coverage	Limits	Deductible
Each Claim Limit	\$750,000	
Each Occurrence	\$1,500,000	
Section II: Comprehensive Liability Coverage		
Self Insured Retention		\$250,000
Federal And Other States	\$5,000,000 Excess \$500,000 Per Claim	
All Above limits Subject To This Annual Aggregate For Products/Completed Operations	\$1,000,000	
Annual Aggregate For All Section II Coverage Per Member Included	\$3,000,000	
Each Person Medical Pay For General Liability & Auto Liability	\$5,000	
Each Occurrence Medical Pay For General Liability & Auto Liability	\$50,000	
Each Claim For Weed Spraying/Mosquito Spraying -- Sub Limit	\$500,000	

Note:

Optional Endorsements Available (Excluded Now):

- 1) Zoning Commission Liability – Defense Cost Only
- 2) Ethical Violation Liability – Defense Cost Only
- 3) Flood Plain Regulation Enforcement Liability – Defense Cost Only

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Workers' Compensation

Insurance Company: Montana State Fund
Policy Period: 10/1/2018 – 10/1/2019
Policy Number: 034559286

Part 1 – Workers' Compensation (States): MT

Part 2 – Employers Liability Coverage	Limits
Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000

Montana Classifications

Loc	Class Code	Description	Estimated Payroll
1	7704	Firefighters & Drivers-Non-Volunteer	\$0.00
1	7720	Police Officers & Drivers	\$8,632,918.00
1	8743	Municipal: Professional or Administrative	\$8,313,302.00
1	8810	Clerical	\$5,481,430.00
1	9016	Amusement Park or Exhibition Operation & Drivers	\$158,590.00
1	9410	Municipal: Administrative or non-professional	\$1,513,792.00
1	9420	Municipal -All Other Employees & Drivers	\$2,822,002.00
1	7704	Firefighters & Drivers - Volunteers	\$153,992.00
1	9427	Community Service Workers	

***Volunteer Coverage Included**

General Liability Coverage – Shooting Range

Insurance Company: Scottsdale Insurance Company
Policy Period: 2/4/2019 – 2/4/2020
Policy Number: BCS0037631

General Liability Locations

Loc #	Bldg #	Address
1	1	1450 Shepherd Acton Road, Shepherd, MT 59079

Coverage	Limits
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit	\$100,000

Coverage Trigger
General Liability - Occurrence

Deductibles	
Property Damage – Per Occurrence	\$10,000
Bodily Injury – Per Occurrence	\$10,000
Personal and Advertising Injury – Per Offense	\$10,000

Description	Additional Information
Punitive or Exemplary Damage Exclusion	
Exclusion – Unmanned Aircraft	
Exclusion - Designated Professional Services	All Professional Services Of Any Insured
Employment-Related Practices Exclusion	
Exclusion Of Certified Acts of Terrorism	
Exclusion – Coverage C Medical Payments	
Limitation of Coverage to Designated Premises	
Total Pollution Exclusion	
Continuing or Ongoing Damage Exclusion	
Cross Liability Exclusion	
Lead Contamination Exclusion	
Liability Exclusion –Marijuana/Cannabis	
Designated Operations Exclusion	Firearm or Ammunition Rental or Sales; Use of Facilities by General Public, Other Than Sworn In or Retired Law Enforcement Personnel

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply.

Hazard Schedule

Loc #	Class Code	Classification	Rating Basis	Annual Exposure
1	47254	Rifle or Pistol Ranges	Area - Sq. Feet	Flat Charge
1	49451	Vacant Land - OTNFP	Area - Sq. Feet	Flat Charge

*Policy may be subject to audit of the annual exposur

Excess Coverage – Shooting Range

Insurance Company: Kinsale Insurance Company
Policy Period: 2/4/2019 – 2/4/2020
Policy Number: 01000265894

Coverage	Limits
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

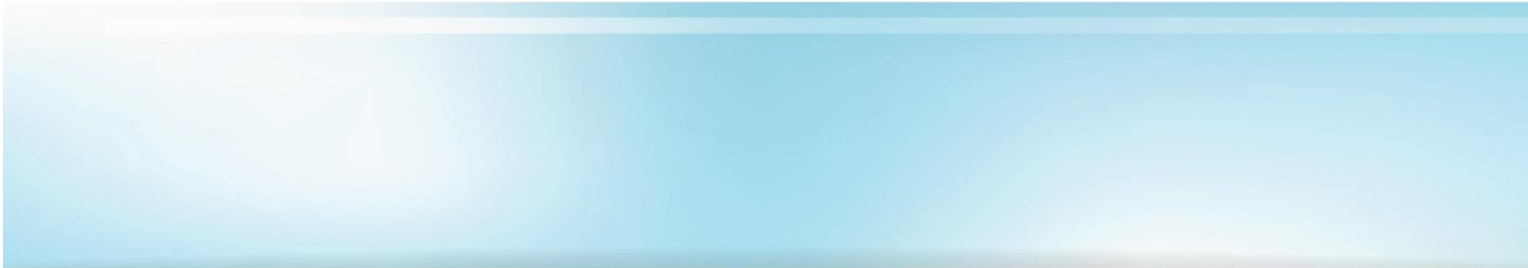
Form Number	Additional Information
CAX4008	Minimum Earned Premium - 25%
CAX4014	Non-Drop Down Provision
ADF3002	Exclusion - Terrorism
ADF3003	Excl-Absolute Pollution & Pollution Related Liability
CAX3024	Exclusion - Assault & Battery
CAX3032	Exclusion - Injury to Independent Contractors
CAX3042	Exclusion - Automobile
CAX3045	Exclusion - Punitive Damages
CAX3049	Exclusion - Insured vs. Insured
CAX3052	Exclusion - Professional Liability
CAX3053	Exclusion - Negligent Entrustment of Firearms
CAX3072	Exclusion-Access/Disclosure of Confidential Information
CAX3037	Exclusion - Liquor Liability

Underlying Limits

General Liability	Limits	Carrier Information
Per Occurrence	\$1,000,000	Carrier: Scottsdale Insurance Company
General Aggregate	\$2,000,000	Policy Number: BCS00376131
		Effective Date: 2/4/2019 – 2/4/2020

*Additional forms, endorsements, exclusions, and limitations apply. Please refer to your policy.

This is not a binder of insurance, and all coverage summaries provided herein are intended as an outline of coverage only. In the event of a loss, all terms, conditions, exclusions and other provisions of the actual policy will apply



CLIENTS | COLLEAGUES | COMMUNITIES paynewest.com

